

***ANNUAL BEACH GRADING
HAMPTON BEACH STATE PARK
HAMPTON, NH***

SPECIFICATIONS

PROJECT # PR-1609



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT SECTION**

FEBRUARY 2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
PLANNING AND DEVELOPMENT**

172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629

NOTICE TO BIDDERS

Project: PR-1609

ANNUAL BEACH GRADING AT
HAMPTON BEACH STATE PARK, HAMPTON, NH

Description: Over the course of the winter, sand from Hampton Beach has been redistributed by wind and wave action so that large volumes of sand have been piled up against the concrete seawall that runs the length of the beach. This project involves re-grading the sand away from the seawall to the low tide line over the length of Hampton Beach. And removing sand out of the Stairwells. The start date for the Project will be no earlier April 15, 2016 and the completion date will be no later than May 6, 2016.

Proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday March 17 2016. Proposals should be mailed to: Attn: Ed Mussey Public Works Project Manager I. Department of Resources and Economic Development 172 Pembroke Road, Concord, NH. 03301

Specifications will be available to interested contractors at the Operations and Project Management Office on February 9, 2016. They may also be viewed at the following locations:

- 1.) Construction Summary of New Hampshire Inc. 734 Chestnut Street, Manchester, NH 03104 Tel. (603) 627-8856.
- 2.) Infinite Imaging 933 Islington Street, Portsmouth, NH 03801 Tel. 1-800-581-2712
- 3.) McGraw-Hill Construction Plan Room 34 Crosby Drive Suite 201 Bedford, MA, 03170 Tel. (781) 430-2006
- 4.) Signature Press & Blueprinting, 45 Londonderry Turnpike, Hooksett, NH 03106 Tel. (603) 624-4025
- 5.) Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403 Tel. 1-800-669-7048
- 6.) New Hampshire Department of Administrative Services Bureau of Purchase and Property Website <http://admin.state.nh.us/purchasing/vendorresources.asp>
- 7.) New Hampshire State Parks Website <http://www.nhstateparks.org> under the News & Events tab improvement projects sub tab.

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

All bidders will be required to attend the pre-bid conference at Hampton Beach State Park outside the Meter Patrol Office at 10:00 am Tuesday March 8, 2016.

Edward V Mussey
Public Works Project Manager I

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
PLANNING AND DEVELOPMENT**

172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629

BID PROPOSAL FORM

PROJECT: PR-1609 ANNUAL BEACH GRADING
 HAMPTON BEACH STATE PARK HAMPTON, NH

MANDATORY PRE_BID CONFERENCE: March 8, 2016 at 10:00 am, outside Meter Patrol office.

PROPOSAL DEADLINE: March 17, 2016 at 2:00 p.m.

START DATE: April 15, 2016

COMPLETION DATE: No later than May 6, 2016

Proposals for the above project will be accepted until 2:00 p.m., prevailing time, on March 17, 2016. Bids should be mailed to: Attn: Ed Mussey Public Works Project Manager Department of Resources and Economic Development, 172 Pembroke Road, Concord, N.H 03301

DATE: _____

PROPOSAL OF: _____

GRAND TOTAL / LUMP SUM BASE BID: _____
(EQUIPMENT TOTAL + OPERATOR TOTAL)

HAMPTON BEACH GRADING

SOPE OF WORK:

1. Grade the entire Hampton Beach State Park Beach area from Haverhill Street North to the Northern most point of the Beach, to approximately (4) feet below the top level of the seawall, sloped to drain towards the low tide line. Grading work should commence at the seawall and work out towards the low tide line. Under no circumstances shall beach sand be removed off State Property.
2. Move excess quantities of sand between the ledge outcrop and the Seashell Complex, north of the ledge outcrop, at the North End of the beach as required to fill areas that have washed out.
3. Create a access ramp with excess sand over the ledge outcrop at the north end of the beach, for the purpose of gaining access to the portion of the beach north of the ledge outcrop with the States Beach Rake and the Beach Raking Contractors Tractor, for the purpose of nightly beach raking. Beach Raking is provided under a separate contract.
4. Move the concrete blocks in front of the Seashell Entrance 30-50 feet North West of the Seashell location and bury them in the Sand 2 feet below the grade established after beach grading. Spread excess Sand evenly.
5. Level out the Sand Dunes adjacent to the Haverhill Ave Bathhouse and grade to the low tide line.
6. Debris Removal: If debris is encountered during beach grading operations the contractor is to move the debris adjacent to the Marine Memorial beach access ramp for collection and disposal by the Contractor. On a daily basis after grading operations are completed the Contractor shall remove the debris off site and properly dispose of it in accordance with all State and Federal regulations.
7. Shovel out each of the Ocean side stairwells, and access ramps from Haverhill Street north to Great Boars Head. Sand removal shall be a minimum of 4 feet below the top of the sea wall. Remove sand from the beach access ramps along the north and south side of the Hampton Beach Seashell.
8. Clean sand may be deposited back on the beach and spread by hand and or construction equipment. See the Special Site Conditions ENDANGERED PIPING PLOVER MANAGEMENT below.

SPECIAL SITE CONDITIONS:

1. Construction equipment access to Hampton Beach is made only by way of the beach access ramp at the Marine Memorial located adjacent to the Marine Memorial which is north of the Hampton Beach Seashell. Equipment may stage out of the Hampton State Beach RV Park only with the approval of the New Hampshire State Parks Seacoast Manager Mr. Brian Wilson Cell phone No. 603-856-1821. Construction grading equipment may be parked overnight on the beach adjacent to the seawall.
2. Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.

3. ENDANGERED PIPING PLOVER MANAGEMENT

- a. Beach grading is permitted in the breeding areas from sunrise to sunset. (daylight hours) prior to the piping plover nest establishment and during incubation, with a plover monitor present.
- b. Beach grading is prohibited 1000 meters from the breeding areas two weeks prior to expected nest hatch date until chicks fledge.

The piping plover monitor will be given advanced notification by the Seacoast Regional Manager of when grading is going to take place in order to check the area prior to grading for any new nests that may have become established. The piping plover monitor must also be present at the time grading takes place to monitor for birds and any new nests that have been laid in effort to prevent the loss of any unknown nest locations.

4. Public Access to the Beach. The Beach will be open to the public during the course of the grading operations. The Contractor shall post warning signs or beach closed signs in the area in which work will occur each day to encourage the public to stay out of those areas while grading operations are occurring.
5. For the Purpose of Public Safety, if the beach becomes too crowded with people on any given day, while beach grading operations are being performed the contractor shall immediately cease all operations and move their equipment adjacent to the Seawall. If the Contractor is directed by the Project Manager, Seacoast Supervisor, Assistant Seacoast Manager, or Park Manager to cease operations the contractor shall immediately cease all grading operations and move their equipment adjacent to the seawall out of the main beach areas being used by the public. The Contractor shall resume the work the next following day, at no additional cost to the Department.

EQUIPMENT: The Contractor will be expected to be engaged in active beach grading work for a minimum of 8 hours a day for 10 work days. The Contractor will provide at a minimum the following equipment and operators. Substitutions to this equipment must be submitted in writing 5 days before the bid opening.

1. Two (2) Caterpillar Tract-Type Tractor D-5, or Equivalent
Minimum 125 Hp. (If the Contractor chooses to use Dozers)

Or

Two (2) Caterpillar Open Bowl Scrappers 621G or Equivalent
Minimum 330hp 22 Cubic yard capacity. (If the Contractor chooses to use Open Bowl Scrappers)

2. One (1) Caterpillar Hydraulic Excavator 330 or Equivalent.
Minimum 222 Hp.
3. One (1) Dump Truck 10 Wheel Minimum.
4. One (1) Equipment Trailer (s) for Transporting Construction Equipment to and from the Site.
5. Any other Construction equipment that is necessary to successfully complete the scope of work.

EQUIPMENT BREAKDOWNS: In the event of an equipment breakdown that is anticipated to render the equipment as out of service for 8 hours or more, the contractor shall notify the Project Manager immediately. In the event the equipment will be out of service for more than 1 day. The contractor shall obtain replacement equipment to complete the work on schedule.

HYDRAULIC FLUID LEAKS OR SPILLS: In the event that hydraulic fluid leaks from any piece of the contractor's equipment (owned or rented) onto the beach, the contractor shall immediately cease operation of that equipment and contain the spill. The Contractor shall be responsible for cleanup of any contaminated beach Sand and all expenses associated with such cleanup effort.

EQUIPMENT RENTAL RATES: The bid will be awarded on the basis of the lowest lump sum bid price. Contractors are to list the equipment rates, and operator rates on the Hampton Beach Spring Grading Attachment. This form will be made electronically on the State Parks Website <http://www.nhstateparks.org>

See the Sample Attachment to properly fill out all required fields. **Bidders are to return the Bid Proposal page 1 and the Hampton Beach Spring Grading Attachment.**

SUCCESSFUL BIDDER:

The Successful bidder will receive a STANDARD CONTRACT FOR CONSTRUCTION-REPAIRS-RENTALS-SERVICES, DRED forms # 88a & 88b (see the attached samples). These forms must be filled out, signed and returned to the Operations, Planning and Project Management office within 10 Business days.

INSURANCE REQUIREMENTS

No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance (In accordance with RSA 281-A.)
 - a. Employers' Liability
 - 1.) \$100,000 each accident
 - 2.) \$500,000 Disease-policy limit
 - 3.) \$100,000 Disease-each employee
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability see Indemnification Clause 9)., Explosion, Collapse, and Underground coverage's:
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
 - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
 - 3.) \$2,000,000 Products/Completed Operations Aggregate.
 - 4.) State shall be named as an additional named insured.
3. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Resources and Economic Development.
 - a. Limits of Liability:
 - 1.) \$2,000,000 Each Occurrence
 - 2.) \$3,000,000 Aggregate
4. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
 - a. Limits of Liability:
 - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage

5. Commercial Umbrella Liability
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence
 - 2.) 1,000,000 Aggregate
6. General Insurance Conditions
 - a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.
7. Indemnification:
 - a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

NOTE:

In articles 1 - 14 of the General Conditions references to "the Project Manager" shall be understood to mean the Department Project Manager designated by the Planning and Development office of the New Hampshire Department of Resources and Economic Development.

Enc. # _____

(By Div. Of Accounts)

**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
STANDARD CONTRACT FOR CONSTRUCTION - REPAIRS - RENTALS - SERVICES**

EFFECTIVE DATE: _____

EXPIRATION DATE: _____

ACCOUNT CODE _____

TOTAL COST

NOT TO EXCEED \$ _____

PROJECT LOCATION AND DESCRIPTION: SAMPLE EQUIPMENT RENTAL AGREEMENT

This agreement made this the _____ day of _____, 20____, between the State of New Hampshire by the Commissioner, Department of Resources and Economic Development, and:

NAME: _____

ADDRESS: _____

their successors and assigns, hereinafter called the Contractor.

EQUIPMENT RENTALS:

FULL DESCRIPTION INCLUDING NAME - TYPE
MODEL - SERIAL NO. - YEAR OF MFG. - CAPACITY

EQUIPMENT RATES (INCLUDING OPERATOR, IF SUPPLIED)

OPERATORS
PORTION OF
RATE

PER:

HOUR

WEEK

MONTH

HOUR

See Attachment

* NOTE: THIS INFORMATION NOT NEEDED IF OPERATION IS BY "OWN FORCES"

RATE (\$)

Approved _____

Administrator of DD&M

Date _____

CONTRACTOR'S INSURANCE COVERAGE: (OR ATTACH CERTIFICATE, IF AVAILABLE)Bodily Injury Each PersonBodily Injury Each AccidentProperty DamageInsurance AgencyInsurance CompanyExpiration Date**PAYMENTS:**SEND INVOICES (send triplicate to: **DRED, P.O. BOX 1856, CONCORD, N.H. 03302-1856**)

Partial payments for completed work for services are authorized on a a monthly basis upon presentation of invoices and approval by the Contract Overseer.

CANCELLATION:

This contract may be terminated by either party at any time for good cause; or by either party upon 30 days written notice without cause.

Repairs to privately owned equipment or vehicles that may be damaged accidentally while in use under contract to the Department, are to be referred to the Department Engineer for decision as to the Department's liability.

Accidental damage to privately owned equipment while being transported on Department vehicles WILL NOT BE COVERED BY DEPARTMENT INSURANCE.

The Contractor shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the Agreement.

The Contractor shall obtain, and maintain in force during the term of the Agreement, comprehensive general liability insurance including contractual coverage, in amounts not less than \$350,000 per incident. Prior to the beginning of the Agreement the Contractor shall provide a Certificate of Insurance demonstrating the required insurance coverage. The policy shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of new Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the State.

The Contractor hereby agrees to purchase and maintain as required by law the appropriate workmen's compensation insurance to cover all claims of employees of said Contractor.

The Contractor further covenants and agrees that all work, services, rentals and/or materials shall be performed or delivered to the satisfaction and approval of the State.

IN WITNESS WHEREOF, the parties of this contract have hereunto set their hands and seals.

STATE OF NEW HAMPSHIRE

DEPT. OF RESOURCES & ECONOMIC DEVELOPMENT

CONTRACTOR

By Edward Mussey _____ (SEAL)
DRED Contract/Project Overseer Contractor

By _____
Commissioner or Authorized Agent

By _____
Title _____

Address _____

(The Following shall be required if Governor & Council activity is needed.)

State of _____ County of _____

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ who acknowledged

(himself,) (herself,) to be _____ of the _____
(Title) (Name of Corporation)

and by resolutions adopted _____ a copy of which is annexed hereto,
(Date)

was empowered to execute this contract in behalf of said corporation.

In witness whereof I hereunto set my hand and seal.

Notary Public - Justice of the Peace - Seal

APPROVED AS TO FORM AND EXECUTION

APPROVED BY GOVERNOR & COUNCIL

By N/A _____
Attorney General

Attest N/A _____
Secretary of State Date

Job: **SAMPLE EQUIPMENT LIST**

Project No.

[illegible]

